

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT ("Agreement") dated this 22nd day of August 2018 by and between the MULLICA TOWNSHIP BOARD OF EDUCATION, a duly authorized New Jersey school district (hereinafter referred to as "Mullica Township School District") and the TOWNSHIP OF MULLICA, a duly authorized New Jersey municipality (hereinafter referred to as "Township").

1. **NOTICES.** All notices, demands and other communications to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been duly delivered (a) on the date of service if given personally to the party to whom notice is to be given, (b) on the date four (4) days after mailing if mailed to the party to whom notice is to be given by regular first class mail, (c) on the date of receipt as evidenced by the signed return receipt card if the notice is given by registered or certified mail, return receipt requested, postage prepaid; or (d) on the following business day if given by a nationally recognized overnight delivery service. All notices, demands and other communications given hereunder shall be properly addressed as follows:

If to the Township of Mullica:

Township Clerk
4528 White Horse Pike
P.O. Box 317
Elwood, New Jersey 08217

If to the Mullica Township School District

School Business Administrator
PO Box 318
Elwood, NJ 08217

2. **Background of Agreement and Term:** The Mullica Township Board of Education operates schools within Mullica Township, Atlantic County, New Jersey (the "School"). Mullica Township School District and the Township have agreed to have special officers assigned to the School at a minimum of 65 hours per week, commencing July 1, 2018 and ending June 30, 2020
3. **Assignment of Officer:** The Township will assign special police officers to the Mullica Township School District during the Term, with such officers being assigned security during normal school hours. Normal school hours are determined by the length of regular instruction plus any after school activities that require police presence. As a general rule, officers will be scheduled from 8:00am to 5:00 pm during a full length day. Officers may be required after hours if deemed necessary by the superintendent and/or the chief of police. All reasonable efforts will be made by the Township to ensure coverage will be provided during normal school hours. However, under no circumstances shall the Township be obligated to provide security services if both special police offices are unable to report for duty. If the post will remain vacant during the school day, the Chief of Police shall notify the Superintendent.
4. **Selection of Officers:** The officers to be assigned must be certified by a New Jersey Police Training Commission and meet other requirements specified by the Job Description on file with the Township of Mullica and the Board of Education entitled "Class III/School Resource Officer", or "Class II/School Resource Officer". The officers shall be jointly selected by the

Superintendent of Mullica Township School District (“Superintendent”) and the Township Police Chief (“Chief of Police”).

5. **Mullica Township’s Responsibilities:** Mullica Township will hire and/or maintain sufficient staff to provide the Mullica Township School District with school security services for the duration of this agreement. Mullica Township will provide two (2) 800 MHz radios and establish necessary equipment for communication between the School Resource Officers and the Mullica Township Police Department.
6. **Board of Education’s Responsibilities:** Initial start-up costs of officers that are hired, not to exceed \$2,500, shall be the responsibility of the Board of Education. Initial costs include equipment, firearms, and body armour. Annually required training, not to exceed \$2,000, shall be billed to the school at the officer’s regular hourly rate. Any additional equipment required in future years will be the responsibility of the Board of Education with an annual maximum not to exceed \$2,000.00 per officer. In the event the program ends, the Township shall reimburse the Board of Education the actual cost expended for the equipment purchased during start-up.
7. **Employee Compensation and Insurance:** Mullica Township shall be solely responsible for all liability insurance, worker’s compensation insurance, disability insurance, payroll, unemployment, social security, withholding and any and all other expenses related to employee compensation, as well as the training, hiring, firing and discipline, including all expenses and costs associated therewith.
8. **Payment:** Mullica Township School District shall pay to the Township a total sum not to exceed \$ 100,000 for the 2018-2019 school year and a total sum not to exceed \$100,000.00 for the 2019-2020 school year for such services. The Township will invoice the School District quarterly for actual hours worked, inclusive of mandatory training hours and for other applicable costs associated with these services.
9. **Term and Renewal:** The term of this Agreement shall be for twenty-four (24) months, commencing on July 1, 2018 and ending June 30, 2020, subject to the adoption of Resolutions by Mullica Township and the Mullica Township Board of Education approving the execution of this Agreement and upon full execution of this Agreement by all parties.

The parties may renew this Agreement upon the expiration of the initial term upon agreement by both parties. The terms of this Agreement, including payment terms, may be renegotiated for the renewal term. Mullica Township Board of Education shall notify Mullica Township of its intent to renew in writing on or before January 31, 2020.

10. **Termination:** This Agreement may be terminated at any time during the term of the Agreement or any renewal term upon mutual Agreement of the Parties. In addition, either Party may unilaterally terminate this Agreement during the term of the Agreement or any renewal term at any time and for any reason upon giving the other party sixty (30) days advance written notice of its intent to terminate.
11. **Insurance And Indemnification:** Mullica Township Board of Education shall not be liable for any negligent, careless, reckless, and /or intentional acts or omissions of Mullica Township, its officers, agents, servants, employee and/or representatives, and Mullica Township shall defend,

indemnify and hold harmless Mullica Township Board of Education, its officers, agents, servants, employees and/or representatives, from any and all demands, claims, suites, actions, damages or costs of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the rendering of any and all services provided pursuant to this Agreement by Mullica Township, its officers, agents, servants, employees and/or representatives.

It is recognized and understood that Mullica Township and Mullica Township Board of Education are members of and participate in Joint Insurance Funds and that this agreement is subject to each party naming the other as an additional insured on any appropriate insurance policy it separately maintains. Specifically the Township agrees to name the Mullica Board of Education as an additional insured for General Liability, and the Mullica Board of Education will name Mullica Township as an additional insured for General Liability. Upon execution of this Agreement, each party shall provide the other with a Certificate of Insurance evidencing the above coverage and naming the other as an additional insured.

- 12. Authorization:** Both Mullica Township and the Mullica Township Board of Education represents that the execution, delivery and performance of this agreement has been authorized by its respective governing body, does not require any consent, approval or referendum of the voters, and does not violate any judgement, order, law or regulation applicable to either municipality.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written below.

MULLICA TOWNSHIP BOARD OF EDUCATION

By: *Kristi Hanselmann*
President

Date: 8/24/2018

ATTEST: *Karen Groeber*
Board Secretary

TOWNSHIP OF MULLICA

By: *Christopher Silva*
Mayor

Date: 8.29.18

ATTEST: *Kimberly Johnson*
Kimberly Johnson, Municipal Clerk

